

# STUDENT PROOF JAZZ



## HOUSE RULES

**Last date of revision: 1st of March 2022**

These house rules have been made as a clarification of and as an extension to the Statutes [1] of ESMG Studentproof Jazz and are binding for all members of the association. Note that this is a translation and that the Dutch version is binding.

### DEFINITIONS:

Definitions of several often-used terms in this document:

- **Association** ESMG Studentproof Jazz.
- **Statutes** The Statutes of ESMG Studentproof Jazz.
- **Board** The current board of ESMG Studentproof Jazz.
- **GMM** The general members meeting of ESMG Studentproof Jazz.
- **Combo** A combo is seen as a group consisting of members of Studentproof, which rehearses and performs regularly. This definition includes the big band.
- **Instrumentarium** Instruments, music stands, sheet music, and other forms of equipment that belong to ESMG Studentproof Jazz.
- **Backline** Minimum instrumentarium needed for the rehearsal of a combo. This includes at least a drumkit, bass amp, guitar amp, (stage) piano, and singing equipment.
- **Year** Academic year

## MEMBERSHIP

### ARTICLE 1 – BECOMING A MEMBER

1. New members shall be strictly students. They may study in other cities, but preferably in Eindhoven. Students who have graduated or have quit their studies are not obliged to leave Studentproof. PhD students are considered students here as well.
2. Exceptions to article 1.1 can only be made with the permission of the board, or a vote at the GMM in which a majority is gained.
3. The further procedure of and restrictions to obtaining a membership of the association are described in article 5 of the Statutes.
4. Two kinds of membership exist:
  - a. General member
  - b. Full member

Voor de verschillen in rechten tussen de twee verschillende soorten lidmaatschappen, zie artikel 2.

5. Membership can be ended in accordance with the Statutes. This goes for both the case of termination by the member and the case of termination by the association.

## ARTICLE 2 – RIGHTS AND OBLIGATIONS

1. All members have the following rights:
  - a. Attending a GMM
  - b. The right to speak and vote at a GMM
  - c. The right to file a motion at a GMM
  - d. Eligibility to join a committee and/or the board of the association
  - e. Attending the activities organized for all members
2. Full members also have the right to use the instrumentarium, rehearsal spaces, and the other facilities of the association as mentioned in articles 4 to 7.
3. Obligations of all members are:
  - a. Abide by the Statutes and House Rules of the association.
  - b. Payment of the contribution in time (see Article 9).

# COMMITTEES

## ARTICLE 3 – COMMITTEES

1. For the execution of certain tasks committees can be formed. These committees are confirmed by the GMM with well-defined tasks and proxies.
2. The association has at least an audit committee and advisory council. The tasks of the audit committee are described in article 12 of the Statutes [1].
3. Members can join and leave a committee at any time, with the exception of the audit committee (see the Statutes [1]) and advisory council. The board needs to be notified when this happens. It also needs to be approved by the GMM.
4. For maintaining contact between the committee and the board there will always be a board member in the committee, or a committee member will be appointed as contact person to the board.
5. The board has the right to nullify initiatives and decisions made by a committee, when these are in conflict with the interest of the association. An exception to this rule is the audit committee, which has a monitoring function on the board.
6. After finishing its task, a committee reports back to the GMM. During any intermediate GMM the committee reports on its progress.
7. A committee is relieved of its task and is disbanded in the first GMM after the completion of its task and with approval by the GMM.
8. A committee can be disbanded, and its proxies can be withdrawn by the GMM, when the GMM thinks that the acts of the committee are in conflict with the interest of the association.
9. A committee with an expected amount of expenses exceeding 500 euros a year needs to present a budget at the first GMM of the year. If applicable, the realization of the previous year is presented at the same GMM. As the members of a committee can change throughout the year, the board is responsible for making sure this budget is executed.
- 10.

- a. The Advisory Council is a committee that gives solicited and unsolicited advice to the board. It is meant to counsel the board when asked to do so, as well as to keep an eye on the functioning of the board. It will provide the members with feedback on the functioning of the GMM.
- b. The Advisory Council consists of at least the board members of the previous year. Exceptions to this rule can be made by acclamation at a GMM.
- c. Other Studentproof members can join the advisory council. Changes to the advisory council need to be approved at the GMM.

## MATERIALS AND FACILITIES

### ARTICLE 4 – REHEARSAL SPACES

1. Studentproof has access to several rehearsal and storage spaces in Luna. Full members are allowed to use these spaces for rehearsal and storage of material. Key codes are required to access these spaces (see Article 7).
2. After use, the spaces need to be left in an orderly state and windows and doors need to be closed.
3. Users are required to report any damages inflicted by them on the spaces or the interior to the board and can possibly be held financially accountable.
4. With permission of the board, non-members can be present at activities organized by a committee. The committee is responsible for (the behavior of) participants to the activity.
5. Combos and committees are expected to use the rehearsal spaces Europa (Luna – 2.386) and Deimos (Luna -2.384) for rehearsals. If necessary due to the size of the combo or activity, Pulsar (Luna -1.384) can be booked in consultation with the Studentproof board. For individual rehearsals members are expected to use the other small rehearsal spaces in Luna on floor -2. When use of a backline is required for the rehearsal, Deimos or Europa can also be used. The abovementioned rehearsal spaces can be booked on [deplint.nu](http://deplint.nu), or upon request at the board.
6. When booking rehearsal spaces, rehearsals of combos and activities of committees generally have preference over rehearsals of individuals. When conflicts arise with regard to this, the board decides.  
The board can remove bookings. The affected combo, committee, or member will be notified at least 24 hours in advance.

### ARTICLE 5 – STORAGE

1.
  - a. Studentproof provides three storage spaces. A backline storage in Pulsar (Luna -1.384a), general storage (Luna -2.394), and the archive of Studentproof (Luna -1.396).
  - b. The general storage is shared with Modern and Quadrivium. Studentproof members are not allowed to use the material of other associations unless permission is given by the board.
  - c. The archive of Studentproof (Luna -1.396) is only meant for long term storage and can only be accessed by the Bigband committee or with permission of the board.

2. All storage spaces are primarily meant for storing material owned by the association. Combos and individual members can only place their instruments a storage with approval of the board. These instruments are not insured in this case. Studentproof bears no responsibility for the stored material of combos and members. Other personal belongings of members are not allowed to be placed in the storage spaces, unless explicit permission is given by the board. Studentproof bears no responsibility for the stored belongings of members.
3. Stored materials are not allowed to block the passage in the storage spaces.

## 6 – INSTRUMENTARIUM AND USAGE THEREOF

1. The association provides a backline for rehearsal and performances of Studentproof combos and activities of committees. When the backline is insufficient, a combo or committee can ask the board for a (partially) new backline. When the combo/committee and the board do not agree on the necessity for purchasing new equipment, this will be discussed on the first upcoming GMM. The decision of the GMM is binding.
2. The backline needs to be booked for rehearsals, activities, and performances on deplint.nu.
3. Members that use the instrumentarium of Studentproof will always do this with the utmost care. This comprises using the Studentproof instrumentarium only for jazz and related styles of music.
4. After usage the material needs to be stored back in one of the storage spaces.
5. Users are required to report any damages inflicted by them on the instrumentarium to the board and can possibly be held financially accountable.
6. With permission of the board, third parties are allowed to use the material of Studentproof during activities organized by a committee. In this case, the committee is responsible for the material.
7. Instrumentarium of other members or combos that is in one of the storage spaces can only be used with explicit permission of the member or combo.
8. Renting/lending out of Studentproof instrumentarium for non-Studentproof related activities, or to third parties, is possible upon request at the board. Studentproof related activities (e.g. combo rehearsals) will always have preference over renting/lending out material.
9. For renting/lending out material a contract will always be signed by both the renter and a board member. The board member checks the state of the equipment both at the issue and the return of the material.

## ARTICLE 7 – KEY CODES

1. Each full member has the right to a personal key code. This code can be requested at the secretary. These key codes are required to enter the rehearsal and storage spaces.
2. A key code is not allowed to be passed along to third parties.
3. The usage of key codes needs to happen in accordance with the House Rules of Luna.
4. Upon violating the above mentioned conditions, the board can withdraw the key codes of a member and suspend his or her membership.
5. Key codes are automatically withdrawn when a membership is terminated.

# FINANCES

## ARTICLE 8 – BOOK YEAR

1. The financial book year is 12 months long and runs from the 1st of September until the 31st of August.
2. The board makes a budget for the upcoming book year. This budget needs to be approved on the first GMM of the concerning book year.
3. The board can deviate up to 20% from a post on the approved budget without consulting the GMM. The GMM does not to approve for amounts less than €100.

## ARTICLE 9 – CONTRIBUTIONS

1. In accordance with article 8.2 of the Statutes, only the GMM can decide by voting to change the contributions. Reasons for this can be, among others, inflation correction, change in the rent, or changes in other expenses of the association.
2. Two contribution fees are determined. One applies to general members and one applies to full members. For the different kinds of membership, see article 1.
3. The contribution for non-student members is equal to 200% of the contribution for student members. This applies to both the general and the full membership.
4. The contribution applies to the term from the 1st of September till the subsequent 31st of August.
5. The contribution needs to be payed via bank transfer before the 1st of November in the concerning academic year.
6. When the contribution has not been transferred by the 1st of January of the concerning academic year, the board can suspend the member. This does not change the obligation of playing the contribution.
7. The contribution fee is divided over the general account, instrument account and the combo accounts of which the member is a part of. In the case that a member is active in more than one combo, his or her combo fee is divided over the corresponding ledger combo accounts. The amounts of each part of the contribution are decided, together with the budget, at the GMM.
8. When a person becomes a member of the association after the beginning of the third quartile of the academic year of the TU/e, the contribution for that academic year is reduced by 50%. This contribution has to be payed within two months of the start of the membership. If this is not the case, the same rules apply as in article 9.6.

## ARTICLE 10 – INCOME

1. When a combo earns money from third parties, for example from performances, this money goes to the combo ledger account.
2. The treasurer should always be informed when bills and/or payment requests are sent. Cash payments only happen with explicit permission of the treasurer.
3. When a combo stops, and thereby no longer is a member of Studentproof, the money on the combo ledger account is transferred to the general ledger account. Income from the current year can be asked back with permission of the GMM. For this request the same rules apply as mentioned in article 14.

## ARTICLE 11 – EXPENSES

1. The money on a combo account can be used for purchasing equipment, for musical activities, and group activities. Any kind of income should go through the treasurer.
2. Material purchased by a combo remains in the possession of that combo, as long as it stays a member of Studentproof. When a combo stops, all materials stay property of Studentproof. The board can decide to sell this material to members of the ex-combo.
3. When money from the combo ledger account is spent, a majority of the current lineup of the combo needs to agree.
4. The treasurer can reject expense claims that he deems to not be in agreement with article 12.1. If this results in a disagreement, the GMM decides.
5. When money is being spent on members of the association that substitute, the substituting member can never get more money than the maximum amount described in article 14.

## ARTICLE 12 – ASSETS

1. When a combo ledger account contains more than 500 euros before September 1<sup>st</sup> of the new academic year, the combo is asked to make a budget for the next book year. This budget is presented at the first GMM of the academic year.
2. When no budget has been shown at the first GMM of the academic year, the board can transfer 10% of the assets of the combo to the general ledger account. This money will be budget in the subsequent year for organizing the association's activities.

## ARTICLE 13 – ASKING BACK CONTRIBUTION

1. Asking back contribution is only allowed when the combo makes a lot of profit. The GMM has to determine, with a majority, whether or not the profit is high enough.
2. Combo members can collectively get their contributions back up to a maximum that equals the sum of the instrument and combo contributions paid by them in the current book year. The money will be withdrawn from the combo ledger account upon getting it back.
3. The request for getting back contributions has to happen before the 1<sup>st</sup> of July at the treasurer. All members of the current combo have to agree upon this. Getting a part of the contribution fee back will result in a discount on the contribution fee of the following financial year. When a member that has requested part of the contribution fee back will stop being a member of Studentproof, he or she will get the amount of money transferred to his or her account.
4. When a non-student member gets his/her contribution back, he/she can only get contribution back up to the amount of the student contribution.
5. If a member has requested part of the contribution fee back from different combos, the maximum amount cannot be more than the whole contribution paid in the beginning of the financial year. In this case, the total amount of money minus the total contribution fee will be divided over the paying combos, taking into account the amount of money each combo has paid.

# COMBOS & BIGBAND

## ARTICLE 14 – FORMATION AND GUIDELINES

1. New combos can request a trial period. In this period that are not obliged to pay contributions and the board (or a representative thereof) will be responsible for guiding the rehearsals. When aspiring members want to use the right of the members, they must become a member. The trial period lasts for a maximum of 8 lecture weeks and consists of a maximum of 5 rehearsals.
2. A combo manager is chosen at the beginning of the trial period (see article 16.1).
3. When the combo decides to join Studentproof at the end of their trial period, all members of the combo need to become full members of the association. For the rules surrounding obtaining a membership, see article 1. Furthermore, the combo contract needs to be signed by the combo manager and the combo commissioner.
4. As described in the Statutes [1], the goal of the association is to promote the musical activities of students in Eindhoven in a non-commercial way with an emphasis on jazz and related styles. Therefore, all Studentproof combos are expected to play jazz and/or related styles. The board decides whether or not a combo meets these requirements.
5. Non-members and general members are allowed to be part of a combo, under the condition that they notify the board. The combo manager is responsible for informing the board. An existing combo has to consist of a majority of full members. New members need to upgrade to full member within three months of their first rehearsal. Combos can decide themselves to add additional rules, that are used within the combo as an addition to the House Rules. These rules cannot be in conflict with the law, the Statutes, and the House Rules.

## ARTICLE 15 – ORGANIZATION

1. A combo manager functions as the responsible person for the combo and as the contact person to the board. The combo manager will also be the contact person for gigs.
2. Besides a combo manager a combo has a financial manager, who acts as the treasurer for the combo. This task can be executed by the combo manager or can be delegated to another member of the combo.
3. The combo commissioner should be notified about all gigs played by a Studentproof band.
4. For each band, a ledger account exists on the Studentproof bank account.

## ARTICLE 16 – TEMPORARY COMBO

1. When a group of members gather for a gig or a series of gigs and would like to use the facilities of the association, they are seen as a temporary combo. There will be a (temporary) ledger account for them.
2. With a temporary combo 10% of all income goes to the general ledger account. The rest of the money goes to the ledger account of the temporary combo.
3. Spending the money earned by a temporary combo goes via the same rules that apply for normal combos.
4. When the money has not been spent or has found purpose within 3 months, the rest of the money goes to the general ledger account.

5. When members want to ask their contributions back from the income of a temporary combo, they can submit a request with the board. The board will present this request at the first upcoming GMM. The rules that apply to other combos also apply here.
6. When a temporary combo decides to continue as a regular combo, both the money that has been transferred to the general ledger account and the remaining money will be transferred to the ledger account of the newly formed combo.